

Appl. No. 09/746,611  
Response to Office Action mailed November 3, 2004  
Response transmitted December 21, 2004

Attorney Docket No. 10022/24

### REMARKS

1. The Application has Claims 1-38 pending. The Examiner is thanked for withdrawing previous rejections under 35 U.S.C. § 112, second paragraph, as being indefinite. Claims 1-3, 5-7, 10-14, 16-21, 26-33, 35-36, and 38 are rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Pat. No. 6,581,040 to Daniel Wright et al. ("Wright"). Claims 4, 8, 9, 15, 22-25, 34, and 37 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Pat. No. 6,581,040 to Daniel Wright et al. ("Wright"), as applied above.

2. Claims 1-3, 5-7, 10-14, 16-21, 26-33, 35-36, and 38 are rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Pat. No. 6,581,040 to Daniel Wright et al. ("Wright"). The Office Action states that Wright discloses a method of evaluating a business proposal and that Wright discloses all the steps of the above-mentioned claims. Applicants traverse the rejections. Wright is directed to a "project specific communications systems and method" and does not describe or suggest evaluating business proposals as claimed.

#### Claim 1

Applicants traverse the rejection on the grounds that Wright does not disclose several of the limitations of Claim 1, and thus does not make out a prima facie case of anticipation against Claim 1. Wright does not teach or disclose a proposal that includes at least two structures as claimed.

Applicants agree with the Examiner that a construction project, per Wright, could be a "business proposal." However, the similarity between Wright and the present application ends there. Wright is directed to an information system for sharing information among parties that would like to work on a construction project. Note the title, "Project Specific Communications System and Method." No matter how the various "resource providers," as Wright terms them, team up, all work on the project is going to be bid and the work will end up with a general contractor or a subcontractor.

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See col. 6, lines 31-48. Each entity wanting to work on the project will submit a bid to a contractor or other party, such as a contractor, and the bids will eventually end up with the project owner, who will select the winning bids. Wright, col. 3, lines 10-14. No other structure than a "bid" is disclosed for a business proposal according to Wright.

The rejection makes it clear that a bid from a party or parties that want(s) to work on the project is considered a "business proposal." See Office Action, p. 3, lines 1-3, and p. 5, lines 1-6. Wright does disclose that vendors or "resource providers" may join together or partner in submitting a bid, but there is no disclosure in Wright that the "partners" structure their bid as anything other than a "bid." A "bid" is merely a statement of what one will give or take for something, especially an offer of a price. Merriam-Webster's Collegiate Dictionary 10th ed. at 111. Thus, a bid is an offer to sell products or services, and in the context of Wright, a bid is simply an offer to sell goods or services to another contractor or to the owner. Thus, whenever Wright states that the vendors, contractors, or subcontractors make a bid, Wright teaches that the structure of the proposal is an offer to sell goods or services to the project owner.

There is no disclosure in Wright of a proposal with any of the structures recited in Claim 1, such as a partnership, an acquisition, a venture, or an equity venture. There is no disclosure in Wright, and the rejection does not cite to, a proposal that is structured as an alliance, an acquisition, an equity venture, a partnership, or a venture. There is no disclosure in Wright that "the proposal includes at least two structures selected from the group consisting of an alliance, an acquisition, an equity venture, a partnership, and a venture." Note also that Claim 1 recites a proposal that is structured in at least two ways, and that the at least two ways are selected from among certain structures, including an alliance, a venture, an equity venture, an acquisition, and a partnership.

The rejection cites passages from Wright, columns 2, 3, 4, 5, 7, 8, and 9, as anticipating the Claim 1 limitation of "the proposal includes at least two structures selected from the group consisting of an alliance, an acquisition, an equity venture, a partnership, and a venture." See Office Action, p. 5, lines 1-5. Upon closer inspection, however, each of these passages discloses something else.

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For example, the passages in col. 2, lines 39-58, and in col. 3, lines 51-55, discusses bids and states that bidders may form "partnerships" for a bid. Wright, col. 2, lines 39-42. There is no disclosure, however, that the bid is anything other than a bid, an offer to sell goods or services. There is no disclosure of a proposal in the form of a partnership, and there is no disclosure or teaching that the bidders are proposing a partnership or alliance with the owner or project manager. Accordingly, these passages do not teach or suggest a proposal that is structured as a partnership. The same is true of the passage cited in col. 8, line 62, to col. 9, line 18.

The passage in col. 4, lines 39-59 also discusses bids, but there is no mention of any structure other than a bid. The passage from col. 5, line 45, to col. 6, line 37 discusses the levels of participation, along with vendors, subcontractors, and contractors, and how they may form temporary partnerships or alliances. See col. 6, lines 3-6 and lines 34-37. These passages also state, however, that the vendors, subcontractors, or contractors will work together to bid on a project or a portion of a project. Col. 6, lines 38-41. Thus, the "proposal" will simply be a bid, i.e., an offer to sell goods or services to the project owner. There is no proposal of a partnership, an alliance, and so forth. There is no disclosure of any vendor or team of vendors proposing two structures, such as a partnership with the owner or a joint venture with the owner. The passage at col. 7, lines 29-60 discusses data, owners, and participants, but does not discuss, or even mention, a structure for a business proposal.

The passage at col. 8, lines 7-30, discusses ownership of the project, and states that the project may be owned by a single entity, such as a person, a corporation, or a government body, or may be owned by a combination of individuals or any entity which may undertake a project. This passage discloses who may own a project, but does not teach or suggest that the project or proposal is structured as an alliance, an acquisition, an equity venture, a partnership, or a venture. This passage also does not disclose that a proposal that provides at least two structures for the proposal. These structures are not discussed in Wright and thus Wright does not describe or teach, or even suggest, all the limitations of Claim 1.

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The reference does not teach or describe all the limitations of Claim 1, and thus does not make a prima facie case of anticipation against Claim 1. The Examiner is respectfully requested to withdraw the rejections of Claim 1. Nevertheless, to better distinguish the present application over Wright, Claim 1 has been amended to make it even clearer that the required two structures are alternative structures, and that the structures concern the relationship between the provider and the purchaser, not the relationship among multiple providers as in Wright. Support for the amendment is found at least in Claim 1 as filed and in the specification at p. 4, lines 13-19 and p. 6, lines 1-5. The amendment further distinguishes the present application over Wright. The Examiner is respectfully requested to withdraw the rejection of Claim 1.

### Claim 3

Claim 3 is also rejected over Wright, the rejection stating that Wright discloses all limitations of Claim 3. Claim 3 recites that the information gathering step of Claim 1 further comprises answering questions on at least one template stored in the computer and the answers to at least one predetermined question calls up at least one more template of predetermined questions. The computer then uses the answers to evaluate the proposal. Claim 3 depends from Claim 1, and is also rejected in view of Wright. The rejection states that the limitations of Claim 3 are disclosed in Wright, col. 6, lines 17-30; col. 7, line 61, to col. 8, line 59; and col. 11, lines 25-67.

The rejection does not make a prima facie case against Claim 3 because these passages in Wright do not teach or describe the limitations of Claim 3. The passage in col. 6 refers to an earlier passage at col. 5, line 45, to col. 6, line 2. In these passages, a template does not ask a series of questions, but rather "each participant in the system would typically submit a set of information to the database of the system or method, and this set of selection information will be termed a 'template'." Wright, col. 5, lines 45-49. Thus, a template comprises information provided, not questions asked. This information, or these templates, "are provided to the resource providers which may be modified by the resource provider to select a new set of projects." Wright, col. 6, lines 18-20.

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Wright states that "the template submitted by each participant acts as a filter to limit the data to scope and interests specific to that participant." Col. 7, lines 63-65. The passage in cols. 7-8 refers back to the same templates discussed above from col. 6, and does not mention a template as claimed, i.e. a series of questions on at least one template stored in the computer. In col. 11, Wright refers to templates not as questionnaires, but as filters "for filtering data which is selectively delivered for access to system users." Col. 11, lines 11-13.

Wright uses the term "template" as a format for data or a filter for data in an information system. Claim 3 uses the term "template" in the context of "answering questions on at least one template," which is not taught or described in Wright. Claim 3 additionally comprises a method in which the answers to questions from the first template "call up at least one more template of predetermined questions." Wright does not disclose templates of questions; Wright discloses a template as a format for data provided or a filter for data, not as a series of questions in an interactive format as claimed.

Accordingly, the rejection does not make out a prima facie case of anticipation against Claim 3, and the Examiner is respectfully requested to withdraw the rejection.

#### Claim 5

Claim 5 recites ranking risk of a proposal as "high" or "normal." The rejection cites Wright, col. 9, lines 19-25, stating that resource providers are evaluated on capabilities, ratings, and preferences. Office Action, p. 6, lines 1-2. This passage in Wright simply states that information provided will allow screening and selection "according to resource providers capabilities, ratings, and preferences." Wright does not teach, and the cited passage does not recite, evaluating risk of a proposal or of evaluating risk of a proposal as "high" or "normal." The reference does not teach or describe the limitations of Claim 5, and thus does not make a prima facie case of anticipation against Claim 5. The Examiner is respectfully requested to withdraw the rejection.

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Claims 6, 12, 13 and 38

Claim 6 recites the use of radio buttons for inputting data into a computer. The rejection cites Wright, col. 10, lines 3-55, for providing a web interface for users to interact with Wright's information system. Applicants traverse the rejection because Wright does not teach or suggest radio buttons. No particular interface feature or inputs are taught or described in this passage of Wright, and the rejection thus does not make out a prima facie case of anticipation against Claim 6. The rejection cites the same passage as anticipating the limitations of Claims 12 and 13, but as stated for Claim 6, no particular interface feature, inputs or outputs are taught or described. Claim 38, reciting a control-action-response (CAR) technique, is also improperly rejected under this rationale. The Examiner is respectfully requested to withdraw the rejections of Claim 6, 12, 13, and 38, and to allow the claims.

Claims 7, 30, 31 and 33

Claim 7 is also rejected over Wright, the rejection stating that Wright discloses displaying rankings with a graphical user interface, citing col. 10, line 56, to col. 11, line 51. Office Action, p. 6, lines 6-8. Applicants traverse the rejection, because Wright does not teach or suggest displaying rankings, with or without a graphical user interface. The passage cited refers to templates of information provided, and access by various levels of users, but does not teach or suggest, or even mention, rankings or the display of rankings with a graphical user interface. Accordingly, the rejection does not make out a prima facie case of obviousness against Claim 7. Claims 30, 31 and 33 are also rejected in view of this passage and hence are allowable for the same reasons.

Claim 11

Claim 11 is rejected over Wright, the rejection citing col. 8, lines 23-49, and stating that resource providers convey their capabilities and service offerings by using templates that match the resource providers to projects. Office Action, p. 6, lines 12-16. This passage in Wright discusses architects, designers and engineers, and providing their

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capabilities, but does not teach or describe the Claim 11 limitation of "calculating a benefit to a customer of providing said service to said customer."

As discussed in the specification, this means that the service provider will use the claimed invention in some way to show the service user (or customer) how the customer will benefit in some concrete way, as by increased revenue or profits. See specification, p. 4, lines 22-25. Wright calculates a cost or a bid for the project; the claimed method calculates a way to pay the cost. No calculation of a benefit to a customer is taught or described in Wright. The rejection thus does not make out a prima facie case of anticipation against Claim 11. The Examiner is respectfully requested to withdraw the rejection of Claim 11 and to allow the claim.

#### Claim 14

Claim 14 is rejected over Wright, the rejection citing col. 8, lines 46-67, and stating that this passage discloses an offer from a service provider, and also calculates a way to pay for the proposal. The passage discusses price quotes and the process of accumulating price quotes into bids. However, the passage does not teach or describe a way for the service receiver (or buyer) to pay for the service. Wright calculates a bid or a price. What is claimed is not a price but "calculating a way to pay for the proposal."

As discussed in the specification, this means that the service provider will use the claimed invention in some way to show the service user (or customer) how the customer will benefit in some concrete way, as by increased revenue or profits. See specification, p. 4, lines 22-25. Wright calculates a cost or a bid for the project; the claimed method calculates a way to pay the cost. The rejection thus does not make out a prima facie case of anticipation against Claim 14. The Examiner is respectfully requested to withdraw the rejection of Claim 14 and to allow the claim.

#### Claims 16, 17, and 34

Claims 16 and 17 recite the use of a graphical user interface and brief numerical or pseudo-numerical inputs or outputs. Claim 34 specifically recites a numerical scale

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from 1-5. As described in the specification, pseudo-numerical, or "brief numerical" inputs or outputs, may be numbers on a 1 to 5 scale. See specification, p. 18, line 24, to p. 19, line 1. Wright does not disclose the use of "brief numerical" or "pseudo-numerical" inputs or outputs, and thus does not disclose the limitations of Claims 16, 17, and 34. The rejection thus does not make out a prima facie case of anticipation against Claims 16, 17, and 34, and the Examiner is respectfully requested to withdraw the rejection of Claims 16, 17, and 34, and to allow the claims.

#### Claim 18

By the same arguments above for Claim 1, Claim 18 is also not anticipated by Wright because Wright does not teach or disclose a proposal that includes at least two structures as claimed. Claim 18, however, has additional limitations that are not taught or discussed in Wright. For example, Claim 18 recites searching for information on cost drivers, revenue drivers, customers served, and a competitive advantage. The rejection does not discuss where precisely these limitations are to be found in Wright and cites virtually the same passages as were cited for Claim 1. See Office Action, p. 7, line 16, to p. 8, line 2. A word search of Wright fails to turn up any of these terms.

Additionally, Claim 18 recites a step of "calculating an advantage of the structures." The rejection cites two passages as anticipating this step, the two passages discussing an information repository (Wright, col. 7, lines 23-27) and posted project information (Wright, col. 9, lines 19-25). These passages discuss a database repository of information, but do not teach or describe calculating an advantage of even a bid, let alone a proposal, a structured proposal, or the claimed two structured proposals. The reference does not teach or describe all the limitations of Claim 18, and thus does not make a prima facie case of anticipation against Claim 18. The Examiner is respectfully requested to withdraw the rejection of Claim 18.

Nevertheless, in order to expedite prosecution of the application, Claim 18 has been amended to make it even clearer that two alternative structures are required, and that the structures are between the purchaser and the provider, not the relationship



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among multiple providers as in Wright. Support for the amendment is found at least in Claim 18 as filed and in the specification at p. 4, lines 13-19 and p. 6, lines 1-5. The amendment further distinguishes the present application over Wright. The Examiner is respectfully requested to withdraw the rejection of Claim 18.

#### Claim 20

Claim 20 recites a ranking of risk, and also recites "receiving an input of a risk evaluation through a graphical user interface." The rejection cites Wright, col. 9, lines 19-25, stating that resource providers are evaluated on capabilities, ratings, and preferences. Office Action, p. 8, lines 17-21. Wright does not teach, and the rejection does not cite Wright for, the claim limitations of evaluating risk of a proposal as "high" or "normal," nor for "receiving an input of a risk evaluation through a graphical user interface." Wright does not teach, and the rejection does not assert, that these capabilities, ratings, and preferences are used for risk evaluation, or that the risk evaluation (or the capabilities, ratings and preferences) is output through a graphical user interface. The reference does not teach or describe all the limitations of Claim 20, and thus does not make a prima facie case of anticipation against Claim 20. The Examiner is respectfully requested to withdraw the rejection of Claim 20.

#### Claims 26 and 28

Claim 26 is also rejected over Wright, the rejection stating that Wright discloses the claimed limitation of "the advantage is calculated as at least one revenue stream and includes at least one example of how to pay for the proposal." The rejection cites Wright, col. 7, lines 23-27, and col. 9, lines 19-25 and 46-67. As discussed above for Claim 18, these passages discuss a database repository of information, but do not teach or describe a revenue stream or an example of calculating an advantage or calculating how to pay for the proposal.

Claim 28 recites recalculating the advantage calculated in Claim 18, by entering updated data into the computer. By the same arguments for Claims 18 and 26, Wright

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does not teach or describe all the limitations of Claim 28 because Wright does not teach calculating an advantage of the proposal. Wright does not make a prima facie case of anticipation against Claims 26 and 28. The Examiner is respectfully requested to withdraw the rejections of Claims 26 and 28.

Claim 29

Claim 29 recites limitations of searching at least one internet site, and periodically updating the search and the computer calculation. The rejection cites Wright, col. 10, lines 40-49, against Claim 29. This passage merely states that a web page will be provided so that the information gathered in the information repository may be accessed. There is no disclosure of a search of an internet site, periodic updating of the search, and periodic re-calculation of the advantage of the structures of the business proposal. Wright does not teach or describe all the limitations of Claim 29. Wright therefore does not make a prima facie case of anticipation against Claim 29, which is thus allowable.

Claim 32

Claim 32 is cast in the form of a computerized system for evaluating a proposal, and is rejected for the same rationale and over the same passages cited against Claims 1 and 18, with the addition of several passages, including a passage at col. 9, lines 46-53, which discusses how bidders can accumulate quotes and formulate bids.

By the same arguments above for Claims 1 and 18, Wright does not teach or describe structuring a proposal as anything other than a bid, an offer to sell goods or services to another contractor or to the owner. Claim 32 requires that the proposal be made in a plurality of structures, the structures selected from the group consisting of an alliance, an acquisition, an equity venture, a partnership, and a venture. In addition, Claim 32 specifically recites a computer program configured for calculating and generating an output for evaluating the structures based on data relevant to the proposal. The four additional passages cited in the Office Action against the computer program limitation of Claim 32 discuss computers, but do not describe or

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teach a computer program for calculating and evaluating structures as claimed. These programs and structures are not discussed in Wright and thus Wright does not describe or teach all the limitations of Claim 32.

The reference does not teach or describe all the limitations of Claim 32, and thus does not make a *prima facie* case of anticipation against Claim 32. The Examiner is respectfully requested to withdraw the rejection of Claim 32. Nevertheless, in order to expedite prosecution of the application, Claim 32 has been amended to make it clear that at least two alternative structures are required for the proposal between a purchaser and a provider, not the relationship among multiple providers as in Wright. Support for the amendment is found at least in Claim 32 as filed and in the specification at p. 4, lines 13-19 and p. 6, lines 1-5. The amendment further distinguishes the present application over Wright. The Examiner is respectfully requested to withdraw the rejection of Claim 32.

#### Claims 35 and 36

Claims 35 and 36 are allowable for the same reasons as Claim 3 above. The rejection cites the same passages of Wright against Claims 35 and 36 (col. 6, lines 17-30; col. 7, line 61, to col. 8, line 59; and col. 11, lines 25-67). Wright uses the term "template" as a format or a filter for data in an information system, while Claims 35 and 36 require a template that includes a series of predetermined questions, and at least one more template of predetermined questions. Such templates are not taught or described in Wright. Wright does not disclose templates of questions; Wright discloses a template as an information set for distribution to potential bidders on a construction project. Accordingly, the rejection does not make out a *prima facie* case of anticipation against Claims 35 and 36, and the Examiner is respectfully requested to withdraw the rejections.

3. Claims 8, 9, 15, 22-25, 34 and 37 are also rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Pat. No. 6,581,040 to Daniel Wright et al. ("Wright").

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Claims 4 and 25

The Office Action admits that Wright does not disclose the methods of Claims 1 and 18, wherein the proposals are evaluated by calculating at least one of a revenue stream, a return on average assets, a return on investment, a return on equity, an internal rate of return, and a net present value. Office Action, p. 12, lines 11-14. The Office Action cites Wright, col. 9, line 46, to col. 10, line 2, for calculating a cost, and then states that it is old and well known that cost is a necessary factor, and that it would have been obvious to calculate one of a revenue stream, a return on average assets, a return on investment, a return on equity, an internal rate of return, and a net present value. The rejection is improper because it cites no source for the recited limitations, and thus relies on impermissible hindsight.

Applicants traverse the rejections. As noted above in the discussions of other claims, Wright discloses only the formation of quotes for bids. Wright discloses no other proposals than offers to sell goods or services to the project owner. Thus, no other calculations are necessary aside from the price expected for the goods or services.

Only when there are proposals such as those recited in Claims 1, 18, and 32, are these financial calculations necessary. Wright does not disclose, for example, a "net present value" of a bid, since the bid itself is the net present value of the goods or services offered. As discussed in the specification, these financial calculations are the way that business entities will decide how to structure a proposal, such as by forming a partnership or a joint venture. See specification, p. 17, line 3, to p. 18, line 13, discussing how different structures of proposals may use different calculation methods to evaluate the proposal. Wright does not disclose the limitations of Claims 4 and 25 because these calculations are not necessary to describe a price, a quote, or a simple bid as Wright teaches.

The rejection also states that it is old and well known that cost is a necessary factor used in measuring other financial data. Office Action, page 12, lines 16-17. Applicants agree. Cost, however, is the only financial measure taught or described in Wright, which discusses bids and quotes. The limitations recited in Claims 4 and 25

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go well beyond cost and, as admitted in the rejection, are not described in Wright. Applicants traverse the assertion in the rejection that it would have been obvious to one of ordinary skill in the art to calculate at least one of a revenue stream, a return on average assets, a return on investment, a return on equity, an internal rate of return, and a net present value, in order to evaluate proposals. As the rejection points out, Wright calculates a cost. Office Action, p. 12, last line. The rejection fails to point out, however, where the limitations of Claims 4 and 25 are found in the prior art. Therefore, the rejection is improper, since there is no reference for the claimed limitations, and the rejection therefore relies on impermissible hindsight. M.P.E.P. 2141 at 2100-120.

The rejection also states that it is old and well known in the art to use a determination of profits or gain of money to evaluate a business proposal as most businesses seek opportunities to gain profits/money. Office Action, p. 12, lines 20-22. Applicants traverse these assertions, but point out that these are not limitations that are presented in the claims of the present application. What is claimed calculating at least one of a revenue stream, a return on average assets, a return on investment, a return on equity, an internal rate of return, and a net present value.

If the proposal involves only the bids or quotes as taught by Wright, no other calculations are necessary. As discussed, Wright does not disclose all the limitations of Claims 4 and 25, and it is not obvious to perform the claimed calculations under the principles of Wright, since a mere "bid" is its own value. The rejection of Claims 4 and 25 does not make out a prima facie case of obviousness, and the Examiner is respectfully requested to withdraw the rejections.

#### Claims 8 and 37

The rejection admits that Wright does not disclose methods that use Harvey balls for displaying rankings or outputting information. Office Action, p. 13, lines 5-7. The rejection also states that the Harvey ball format is old and well-known, and that it would have been obvious to display rankings using a Harvey ball format. Applicants traverse the rejection.

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The rejection cites no source for a Harvey ball display, and thus the rejection relies on hindsight to assert the obviousness of the combination. This is impermissible. M.P.E.P. 2141 at 2100-120. In order to make out a prima facie case of obviousness, the references must teach or suggest all the limitations of the claims. Even if there were a reference that taught Harvey balls, there must be some motivation to combine Wright with that reference, since many inventions are combinations of existing components or steps. M.P.E.P. 2143. 01. Accordingly, the rejections of Claims 8 and 37, relying on hindsight, do not make out a prima facie case of obviousness, and are improper. The Examiner is respectfully requested to withdraw rejections of Claims 8 and 37.

#### Claims 9 and 15

The rejection admits that Wright does not disclose methods in which the rankings are displayed in a graphical user interface in a numerical format. Office Action, p. 13, lines 14-16. The rejection also states that numerical formats are old and well-known, and that it would have been obvious to display rankings using a numerical format. Applicants traverse the rejection.

The rejection cites no source for a graphical user interface or for a numerical format, and admits that Wright does not teach this format. Thus, the rejection relies on hindsight to assert the obviousness of the combination. This is impermissible. M.P.E.P. 2141 at 2100-120. In order to make out a prima facie case of obviousness, the references must teach or suggest all the limitations of the claims. Accordingly, the rejection of Claims 9 and 15, relying on hindsight, do not make out a prima facie case of obviousness, and are improper. The Examiner is respectfully requested to withdraw rejections of Claims 9 and 15.

#### Claims 22 and 34

The rejection admits that Wright does not expressly disclose the method and computer system of Claims 18 and 32. Wright additionally does not expressly disclose the step of entering information concerning the strength of a business relationship by

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entering a number from 1 to 5 (Claim 22) or receiving an output rating of 1 to 5 (Claim 34). Office Action, p. 14, lines 1-5. However, states the rejection, Wright does disclose that information such as capabilities, ratings, and preferences are used to evaluate resource providers and to assess which providers would complement each other on a project, which is a form of measuring the strength of a business relationship. Office Action, p. 14, lines 6-11. Therefore, states the rejection, it would have been obvious to one having skill in the art to use a number from 1 to 5 to indicate the strength of a business relationship because this provides a quantitative assessment which is easy for users to comprehend.

Applicants traverse the rejections. As stated in the rejection, Wright does NOT expressly disclose the use of numbers to evaluate the strength of a business relationship. Wright does not teach or suggest measuring the strength of a business relationship. Wright further does not disclose the use of numbers to evaluate capabilities, ratings, and preferences for resource providers for a project. See Wright, col. 9, lines 19-45, which merely provides that "qualified resource providers post to the system database at Block 30 their intent to bid." Col. 9, lines 27-28. This passage also states that the providers may ask questions or post comments. This does not describe or suggest rating the suppliers, and does not describe or suggest any way of measuring a strength of a business relationship.

Accordingly, the rejection cites no source for the claim limitations of entering or receiving information concerning the strength of a business relationship using a number from 1 to 5, and thus relies on impermissible hindsight to make the rejection. Claims 22 and 34 are not described or suggested in Wright, as the rejection admits, and thus the Office Action does not make out a prima facie rejection of Claims 22 and 34. Accordingly, the rejections are improper and the Examiner is respectfully requested to withdraw the rejections of Claims 22 and 34 under 35 U.S.C. § 103(a).

#### Claim 24

Claim 24 is also rejected under 35 U.S.C. § 103(a) over Wright. The rejection

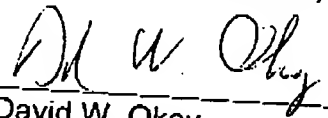
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states that Wright discloses the limitations of these claims in passages at col. 5, lines 45-67; col. 6, lines 17-30; and col. 7, line 66 to col. 8, line 59. As discussed above for Claim 3, Wright uses the word "template" to describe an information format, while Claim 24 specifies and claims that a template includes a number of predetermined questions. Since an applicant may be his or her own lexicographer, applicants have distinguished their "template of questions" from Wright's template. Accordingly, the rejection is overcome and the Examiner is respectfully requested to withdraw the rejection.

4. Applicants have shown that Claims 1-38 are not anticipated or obvious over the prior art. Nevertheless, to expedite prosecution of the Application, Applicants have amended the independent claims of the application to further distinguish over the reference. Applicants respectfully request that the rejections be withdrawn and the claims of the application be allowed.

Respectfully submitted,

  
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